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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:	) Bankruptcy Case No.:19-30088 (DM)
PG&E CORPORATION,	) Chapter 11
-and-	) (Lead Case) (Jointly Administered)
PACIFIC GAS AND ELECTRIC	) OBJECTION OF SOLANO IRRIGATION
COMPANY,	) DISTRICT TO REORGANIZED
	) DEBTORS' FIFTEENTH OMNIBUS
Debtors.	) OBJECTION TO CLAIMS (SATISFIED
	) CLAIMS) CONCERNING CLAIM NO
	) 1952
Affects PG&E Corporation)
Affects Pacific Gas and	) Response Deadline:
x Affects both Debtors	) October 14, 2020, 4:00 p.m. (PT)
)
*All papers shall be filed in the Lead Case,	) Hearing Information If Timely Response
No. 19-30088 (DM)	) Made:
	) Date: October 28, 2020
	) Time 100:00 a.m. (Pacific Time)
	) Place: (Telephonic Appearances Only)
	) United States Bankruptcy Court
	) Courtroom 17, 16 th Floor
	) San Francisco, CA 94102

TO: (A) THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY
JUDGE; (B) PG&E CORPORATION AND PACIFIC GAS AND ELECTRIC
COMPANY; AND (C) ALL OTHER PARTIES ENTITLED TO NOTICE:

Solano Irrigation District, a California Irrigation District formed and existing under the
California Water Code ("SID"), submits this Opposition to the Reorganized Debtors' Fifteenth

Omnibus Objection to Claims (Satisfied Claims) ("Omnibus Objection") concerning Claim No. 1952 in the amount of \$ 145,008.03.

Contrary to the representation in the Reorganized Debtors' Omnibus Objection, Claim No. 1952 has not been satisfied or released. SID hereby appears to present affirmative evidence demonstrating the validity of the claim, and that the claim has not been satisfied or released.

1. Claim No. 1952 is For Funds Owed by PG&E to SID Under the Parties' 1981 Monticello Power Purchase Contract.

In 1981, SID and PG&E entered into the Monticello Power Purchase Contract. (Attachment 1 to Declaration of Cammie Morin, submitted herewith) ("Morin Declaration"). Pursuant to the Power Purchase Contract, SID was to construct the Monticello Power Project ("Project"), and PG&E was to purchase the power produced at the Project and pay for Project Operation and Maintenance. Sections 4 and 9 of the Power Purchase Contract provide, in relevant part (emphasis added):

4. On and after the Full Operation Date, Solano, to the extent that it can do so with money available from payments by Pacific pursuant to Paragraph 9(b), 10 and Appendix C-5 and from moneys otherwise available in the operation and maintenance fund as provided in Paragraph 10 and Appendix C-IV, (a) shall operate, maintain, repair, and carry third-party bodily injury and property damage liability insurance and property insurance on the Project, . . . (b) shall replace structures, facilities, and equipment of the Project whenever they no longer are capable of reliably or economically performing the service for which they were designed . . .
9. Following the Full Operation Date and during the Term of Contract, Pacific shall pay Solano for all benefits derived hereunder, including capacity and energy delivered, all of the following: . . .
 - (b) Monthly, a sum estimated as being necessary to pay the costs of repair, operation, and maintenance of the Project pursuant to Paragraphs 3 and 4 and appendices C and D. Such costs shall include, but not be limited to insurance, taxes, trustee fees, annual audit, and fees of regulatory agencies having jurisdiction. Costs shall be budgeted annually by the parties, and the said estimated amounts shall be made in monthly installments; provided such monthly payments shall not be made when the balance in the operation and maintenance fund established pursuant to Appendix C is greater than the monthly payment to be made.

1 The Full Operation Date for the Project occurred in the early 1980s and the Power
2 Purchase Contract remains in full force and effect. Since the early 1980s, PG&E has paid SID for
3 Project operations and maintenance costs pursuant to monthly invoices sent by SID. On
4 February 12, 2019, SID invoiced PG&E \$145,008.03 for recoverable operations and
5 maintenance costs incurred in January 2019. (Attachment 2 to Morin Declaration).

6 **2. PG&E Has Not Paid the Claim in Whole or in Part**

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8 SID invoiced PG&E for the \$145,008.03 recoverable costs incurred under the Power
9 Purchase Agreement on February 12, 2019. (Attachment 2). PG&E did not make payment on the
10 Claim. (Morin Declaration). On March 25, 2019, SID filed a Proof of Claim for the amounts due
11 under the Power Purchase Contract. The Claim was assigned Claim No. 1952. (Attachment 3 to
12 Morin Declaration).

13 SID has not received payment in whole or in part to discharge the amounts due under
14 Claim No. 1952. While PG&E has satisfied one other SID Claim (Claim No. 8175) referenced in
15 the Reorganized Debtors' Objection, it has not satisfied or otherwise discharged Claim No. 1952.
16 (Morin Declaration).

17 **3. SID Is Entitled to Payment In Full of Claim No. 1952**

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19 PG&E does not object to Claim No. 1952, except on the ground that the claim has been
20 'discharged.' As stated in the Declaration of Cammie Morin, SID's Finance Director, that is not
21 true. There being no other basis to deny SID's Claim No. 1952, PG&E must make payment in
22 full.

23 Date: 10/8/2020

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25
26 By: 

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